



Terms & Conditions Protect Advanced Plan

A **TATA** Product



Introduction

- i) ZipCare program is owned and operated by Infiniti Retail Limited (“IRL” or “Croma”). Tata Digital Private Limited (“Tata Digital”) in collaboration with IRL is offering an Zipcare Protect - Advanced to the Customers (“You”) under the “Zipcare Protect - Advanced”. The following terms and conditions along with the Word of Honour, constitute a legally binding agreement between the You and Tata Digital (“Service Contract”) and govern the services provided under the Zipcare Protect - Advanced.
- ii) The Zipcare Protect - Advanced is simply an extension of the Manufacturer Warranty / Guarantee and replicates the terms of the Manufacturer Warranty / Guarantee against Covered Breakdowns.
- iii) Tata Digital in collaboration with IRL, will take care of your products by carrying out the repair works of your Products under Zipcare Protect - Advanced. All you need to do is purchase the Zipcare Protect - Advanced from IRL at the time of purchase of the Eligible Product or within 335 days from the date of purchase of the Eligible Product.
- iv) Zipcare Protect - Advanced covers the expenses relating to repairs & associated costs of the Covered Products, subject to these terms and conditions.
- v) Zipcare Protect - Advanced shall commence post expiry of the original warranty/ guarantee provided by the manufacturer.
- vi) In order to subscribe to this Zipcare Protect - Advanced, You shall be required to pay a Zipcare Protect - Advanced fee to IRL at the time of purchase (“Fees”).
- vii) You can purchase the Zipcare Protect - Advanced from any of the following channels:
 - a) Tata Neu
 - b) Croma Stores;
 - c) Croma’s website: www.croma.com
(together “Sales Channels”)
- viii) Upon payment of Fees, You agree to be bound by the terms of this Service Contract. If You do not agree with the terms of this Service Contract, you have the right to cancel the Zipcare Protect - Advanced within 30 days from the date of payment of Fees.
- ix) In case of any breakdown of your product, please raise a Service Request via any of the following modes:
 - a) Call Centre - 1800 570 0947
 - b) Email-id - customersupport@zipcare.in
 - c) By visiting nearest Croma stores

01. Definitions

- i) **“Act of God”** An accident or event resulting from natural causes, without human intervention, and one that could not have been prevented by reasonable foresight or care. For the purpose of Zipcare Protect - Advanced, Act of God includes lightning, earthquake, storm, cyclone, typhoon, tempest, hurricane, tornado, tsunami, flood, fire, riots, civil insurrection & inundation, volcanic eruption, epidemics, pandemics or other convulsions of nature.
- ii) **“Breakdown”** means the mechanical, electronic and/or electrical defects and/ or failure of a Covered Product, that cause it to not function in its intended manner.
- iii) **“Word of Honour”** means a certificate issued by RASP to a Customer to confirm his/her membership under the Zipcare Protect - Advanced.
- iv) **“Commercial Usage”** means usage for the purpose of generating profit.
- v) **“Customer or You or Your”** means the person / entity who has purchased the Zipcare Protect - Advanced from Sales Channels and whose name appears on invoice.
- vi) **“Covered Breakdown”** means the Breakdown covered by the Manufacturer’s Warranty/Guarantee during the Manufacturer’s Warranty / Guarantee period. The Covered Breakdown will vary for each Covered Product in accordance with the Manufacturer’s Warranty / Guarantee for the said Covered Product.
- vii) **“Cover Period”** means period between the Cover start date and the Cover end date as specified in the Word of Honour.
- viii) **“Covered Product”** means the Eligible Product covered under the Zipcare Protect - Advanced and as specified in the Word of Honour.
- ix) **“Eligible Product”** means any of the following products: Smart Phones, Earphones, Headphones, Portable Speakers, Smart Watches, Desktops, Projectors, Gaming Consoles, E-Readers, Personal Assistant Speakers, Stabilizers, Tablets, Microwaves, Cookers, OTGs, Kettles, Toasters & Sandwich Makers, Snack makers / Fry ware / Barbeque, Flourmill, Gas Stoves/Cooktops, Chimneys, Juicers/Choppers/Blenders, Food Preparation, Juicers/ Mixers/ Grinders, Hobs, Inductions, Air Purifiers, Water Purifiers, Dishwashers, Dryers, Room Coolers, Room Heaters, Fans, Geysers, Vacuum Cleaners, Irons, Speakers & Amplifiers, Home Theatres & Soundbars, DJ Machine, Fitness Bands, VR Headsets, Grooming & Hair care, Massagers & Electrotherapy Devices, Weighing Scales, Smart Health Devices, Treadmills, Exercise Bikes, Electric Steam Vaporizers, Digital Cameras, Camcorders, DSLR Cameras, Bed Warmers, Keyboards, Kits/Toys, Printers, DVD Players, Phones Mobile, Phones Fixed, Routers, Streaming Devices, Laptops, Televisions, Air Conditioners, Refrigerators and Washing Machines. The above list is only indicative and will be subject to change without prior notice. Additions to and deletions from the list will be solely at Tata Digital’s Discretion.

01. Definitions

- x) **“Zipcare Protect - Advanced cover”** means an extension of Manufacturer’s Warranty/Guarantee terms by a continuous period of 3 months or 6 months (applicable to mobile phones only) or 1 year or 2 years or 3 years or 4 years, as applicable, starting from the date of expiry of Manufacturer’s Warranty / Guarantee as per the plan opted by you.
- xi) **“Manufacturer Warranty/Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
- xii) **“Manufacturer’s Warranty/Guarantee Period”** means the uninterrupted period of the Manufacturer’s warranty cover as stated on the original official Manufacturer’s warranty certificate or publication.
- xiii) **“Normal Use”** means the use of the Eligible Product in accordance with the manufacturers guidelines for Product usage including but not limited to regular maintenance & upkeep of the Covered Product.
- xiv) **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in manufacture and production of the Covered Product.
- xv) **“Repair Assistance Service Provider (RASP)”** refers to an organization, or company or person that shall repair products covered under the Zipcare Protect - Advanced, manage Service Request and associated customer care services. For the purpose of Zipcare Protect - Advanced offered under the ZipCare Program, IRL shall be the exclusive RASP.
- xvi) **“Replacement Value”** means the cost of replacement of the Covered Product or the value of replacement model, whichever is lesser.
- xvii) **“Service Request”** means a request raised by Customer to repair the Covered Product.
- xviii) **“Sum Assured”** means the total coverage amount under the Zipcare Protect - Advanced and shall always be equal to the invoice value of the Covered Product. Invoice value shall mean the price mentioned on the purchase invoice of the Covered Product excluding any payment card discount / bank discounts / or any other discounts.
- xix) **“We or Us or Our”** means the issuer of the Zipcare Protect - Advanced i.e. Tata Digital.

02. Conditions of Zipcare Protect - Advanced Cover

- i) You must be of 18 years of age at the time of purchase of the Zipcare Protect - Advanced.
- ii) Zipcare Protect - Advanced is available for Eligible Products and is available only in select cities in India as determined by the Repair Assistance Service Provider.
- iii) Zipcare Protect - Advanced is applicable on Your address of purchase of the Covered Product, or in case of change in such address, only if such address is serviceable ("**Service Address**"), as confirmed by the Repair Assistance Service Provider.
- iv) Zipcare Protect - Advanced is applicable to Eligible Products purchased as new. Zipcare Protect - Advanced will not cover any products purchased as 'second hand' or 'refurbished'.
- v) Zipcare Protect - Advanced can be purchased for all Eligible Products that carry a minimum Manufacturer Warranty / Guarantee of 12 months. The Manufacturer's Warranty must begin on the date of purchase of the Eligible Product.
- vi) Zipcare Protect - Advanced replicates the terms of the Manufacturer Warranty/Guarantee against Covered Breakdowns for the duration of the program opted by the Customer. Breakdowns and/or parts not covered under the Manufacturer Warranty / Guarantee, will not be covered under the Zipcare Protect - Advanced.
- vii) Zipcare Protect - Advanced is only applicable for Eligible Products and Tata Digital reserves the right to reject any Service Request under the Zipcare Protect - Advanced cover if the Covered Product has been repaired by any unauthorised third party, prior to You purchasing the Zipcare Protect - Advanced or raising any Service Request under the Zipcare Protect - Advanced.

03. Term of Zipcare Protect - Advanced

The sum total of Manufacturer Warranty/Guarantee cover, and the Zipcare Protect - Advanced shall always be less than or equal to 5 years.

04. Key Features

4.1. What is covered under Zipcare Protect - Advanced?

- i) Zipcare Protect - Advanced covers Breakdowns of the Covered Product, to the extent such Breakdown is covered under the Manufacturer's Warranty.
- ii) The Zipcare Protect - Advanced covers the following components of a Covered Breakdown:
 - a) Cost of parts
 - b) Cost of labour
 - c) Cost of delivering the service at home or cost of transporting the product for repairs.
- iii) Damage due to power surge is covered.
- iv) Where the Covered Product is used for Commercial Use or is in the name of a company, such products will be covered provided that the Commercial Use does not void the Manufacturer's Warranty.
- v) Gas refilling for Air Conditioners & Refrigerators is covered, once a year, only in case of admissible Service Request. Standalone request for gas refill will not be covered.
- vi) Concealed battery is covered, provided the same is covered under Manufacturer Warranty / Guarantee, for Smartphones, Laptops, and Tablets only. Concealed battery is covered only in cases of admissible Service Request under the Zipcare Protect - Advanced. Standalone request for servicing of concealed battery, battery performance and degradation is not covered.

4.2. What is not covered under Zipcare Protect - Advanced?

The Breakdowns not covered under the Manufacturer Warranty / Guarantee and the specific exclusions as listed under the section 4.8 'List of Exclusion' below, shall not be covered under the Zipcare Protect - Advanced.

4.3. Replacement

- i) Replacement of the Covered Product shall be carried out by RASP as per the terms and conditions of this Service Contract.
- ii) A Covered Product is not eligible for replacement, where the Replacement Value is higher than the balance Sum Assured (Sum Assured minus the total cost of repairs incurred under previous Service Request).

04. Key Features

- iii) A Covered Product becomes eligible for replacement upon the occurrence of either of the following conditions:
 - a) If under any Service Request, the estimated cost of repair is more than 70% of the balance Sum Assured.
 - b) If under a Service Request, the Covered Product cannot be repaired within specific turnaround timelines ('TAT'). Applicable TAT for Television is 28 calendar days. For all other Eligible Products, the applicable TAT is 14 calendar days.
- iv) Where a Covered Device is eligible for replacement, RASP will replace the product with another product of the same or similar make and model, with equal features and functionality.
- v) Where it is not possible to replace a Covered Device, Tata Digital at its sole discretion may authorise RASP to provide You with a Croma Gift Card equal to the balance Sum Assured value.
- vi) On replacement or issuance of the Croma Gift Card, the Zipcare Protect - Advanced will terminate.

4.4. Cancellation & Refund

- i) You shall have the option to cancel the ZipCare Protect - Advanced within **30 (Thirty) days** from the date of purchase of the same, subject to You not having availed any Service or reported any Service Request under the Zipcare Protect - Advanced cover. You can cancel the Zipcare Protect - Advanced by visiting any Croma store or Croma.com or by contacting ZipCare customer care number on 1800 570 0947 or email at :- customersupport@zipcare.in .
- ii) If the Zipcare Protect - Advanced is purchased along with the Covered Product, i.e., on the same date, the Zipcare Protect - Advanced will be automatically cancelled once the purchase order of the Covered Product is cancelled or returned by You. Provided that the Covered Product is cancelled or returned by You within **30 days** from the purchase of the Zipcare Protect - Advanced.
- iii) Upon cancellation of the Zipcare Protect - Advanced within the aforementioned cancellation period, the total Fee paid by You towards the Zipcare Protect - Advanced will be refunded to You.

4.5. Gift

- i) Transfer of the Zipcare Protect - Advanced is allowed in cases where You may have purchased the Eligible Product in Your name, however the end user of the Eligible Product is someone else. However, you can transfer or gift ZipCare Protect Advanced Plans to others, provided the plan is transferred within the manufacturer's warranty period.

04. Key Features

4.6. Service Request

- i) RASP shall be the point of contact for any Service Requests.
- ii) You can raise multiple service requests during the Zipcare Protect - Advanced cover. Provided that maximum liability of all Service Requests put together is limited to the Sum Assured.
- iii) If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
- iv) Please read this Service Contract carefully to check whether the Breakdown is covered under this Zipcare Protect - Advanced.
- v) If you believe the Breakdown is covered under this Zipcare Protect - Advanced, please call on [1800 570 0947](tel:18005700947) or email at customersupport@zipcare.in or by visiting www.croma.com or contacting nearest Croma store within 7 days of the occurrence of such Covered Breakdown and raise a Service Request.

4.7. Service Modes

- i) At Home Repair: Our RASP will repair the product at your home. Where the Covered Product is not repairable at home, We through our RASP will arrange for a pickup of the Covered Product from Your home, arrange for the repair and delivery of repaired product back to your home.
- ii) Pick-up & Drop: We through our RASP will arrange for a pickup of the Covered Product from your home, arrange for the repair and delivery of repaired product back to your home.
- iii) Mail-In for select products (Mobiles, Tablets, Laptops & Smartwatches): Locations where Pick-up and Drop service is not available, We through our RASP will arrange for a courier pick-up, arrange for the repair and delivery of repaired product back to You.
- iv) Remote Assistance: We through our RASP will arrange for repair assistance for the Covered Product through remote channels i.e. Tele-calling / Video Call.
- v) The cost of courier / shipping (if Applicable) will be borne by us except in cases where the Service Contract is considered void by virtue of section "What is Not Covered". In such cases, the cost of shipping will be borne by You.

04. Key Features

4.8. List of Exclusions

- i) Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty.
- ii) Accessories used in or with the Eligible Product or Prototypes unless specifically mentioned as covered. Loss or damage to the Eligible Product due to use of accessories that were not supplied at the time of purchase of the Eligible Product is not covered.
- iii) Replacement of any consumable item or accessory unless specifically mentioned as covered. These include, but are not limited to: plugs, fuses, batteries, light bulbs, light covers, cables, filters, attachments, belts, toners, ribbons, drums, tapes or softwares, and add-on options incorporated in an Eligible Product for which the Service Contract was purchased.
- iv) Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling unless specifically mentioned as covered.
- v) Cost of removal or re-installation of the Eligible Product unless specifically mentioned as covered.
- vi) Problems or defects not covered under the original the Manufacturer's Warranty / Guarantee.
- vii) Batteries, internal or external to the Eligible Product unless specifically mentioned as covered.
- viii) Destruction, loss of functionalities or breakdowns caused by a computer virus or cyber attack.
- ix) Recalls or modifications to the Eligible Product.
- x) Costs arising as a result of failure to follow the manufacturer's instructions.
- xi) Costs arising from incorrect installation, modification or maintenance.
- xii) Costs if no fault is found with the Eligible Product.
- xiii) Costs arising from being unable to use the Eligible Product or from damage which results from the Breakdown of the Eligible Product.
- xiv) Use of batteries, chargers and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
- xv) Failure due to damage from external causes including third party actions, fire, theft, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water, acts of god or consequential loss of any nature, unless specifically mentioned as covered.

04. Key Features

- xvi) Any claims series shall not be covered by this Policy. A claims series event is defined as several equal or similar claims due to the same cause, including but not limited to the same fault, negligent act, error or omission in design or supervision.
- xvii) Eligible Products with a serial number that have been altered, defaced or removed, or have been modified to alter their functionality or capability without the written permission of the manufacturer.
- xviii) Non-operating and cosmetic damage to the Eligible Product, such as damage to paintwork, Eligible Product finish, dents or scratches.
- xix) Normal wear and tear of items not integral to the functioning of the Eligible Product.
- xx) Damage caused by unauthorized repair, including abuse, misuse, sand, dust, negligence, corrosion, battery leakage, animal or insect infestation or intrusion.
- xxi) Reception or transmission problems resulting from external causes.
- xxii) Damage / failure caused before or during Eligible Product delivery unless specifically mentioned as covered.
- xxiii) The cost of repairing, restoring or reconfiguring computer software.
- xxiv) Tata Digital will not be responsible for any consequential or incidental damages arising from the use or loss of use of the Eligible Product.
- xxv) Loss or damage to Eligible Product due to moisture where there is no physical ingress of water and loss.
- xxvi) War, invasion, an act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- xxvii) Loss or damage directly or indirectly caused by ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- xxviii) Loss or damage caused by pollution or contamination.
- xxix) Any circumstance, fact or matter of which the Customer was or ought reasonably to have been aware prior to the commencement of the Zipcare Protect - Advanced is not covered.
- xxx) Apple brand products are excluded.

05. General Terms & Conditions

5.1. Customer Representation, Obligations & Covenants

- i) You hereby represent that:
 - a) You have the legal capacity, and you agree to comply with these terms & conditions;
 - b) You are not under the age of 18;
 - c) The information and documents provided by you for the purpose of the Zipcare Protect - Advanced is true, accurate, current, complete, and not misleading;
 - d) You will maintain the accuracy of such information and promptly notify Tata Digital of any change;
 - e) You will comply with the applicable law, as may be relevant for the purposes of this Zipcare Protect - Advanced.
- ii) You hereby understand and acknowledge that:
 - a) If you receive a benefit under a Service Request, as contemplated under these terms & conditions, and it is later discovered that the Service Request was dishonest, fraudulent, or false, Tata Digital shall have the right to and will take steps to recover the costs associated with the Service Request from you.
 - b) It shall be your responsibility to properly maintain, store and use the Covered Product according to the manufacturer instructions and take all reasonable steps as may be prescribed by the manufacturer.
 - c) It shall be your responsibility to de-install all add-ons and/or accessories from the Covered Product and maintain a backup copy of all software and data stored in the Covered Product, before providing the same to RASP for services.
 - d) RASP on behalf of Tata Digital may engage third parties for the fulfilment of the services under the Zipcare Protect - Advanced.
- iii) You hereby undertake to:
 - a) Strictly comply with the terms & conditions contained in this Service Contract.

05. General Terms & Conditions

- b) Cooperate with Tata Digital's representatives/ Repair Assistance Service Providers and provide a copy of the complete set of requisite documents, as may be required from time to time, including at the time of Service Request. If the serial/IMEI number of the Covered Product has changed due to repairs or replacement by the manufacturer/retailer, please provide us with a copy of the swap letter that clearly mentions the current and old serial/IMEI number of the product.
- c) Correctly select the right Zipcare Protect - Advanced for your product based on condition, price and purchase location.
- d) Report and raise the service request with our RASP, within **7 calendar days** of its occurrence beyond which such request may be liable to be rejected.
- e) Provide Repair Assistance Service Provider full access to the Covered Product in order to effect necessary adjustments and repairs.

5.2. Privacy Policy and Data

- i) We care about data privacy and security. Please review our Privacy Notice <https://www.tatadigital.com/privacy-policy>
- ii) By choosing to avail the services offered under Zipcare Protect - Advanced, You hereby:
 - a) agree to be bound by our Privacy Notice and the service-specific terms, which are incorporated into this Service Contract.
 - b) consent to the collection, use, and disclosure of your personal data by Tata Digital with their authorized third-party agents, Repair Assistance Service Providers, Insurer (if any), affiliates, suppliers, vendors for the purpose of providing You the requisite services under Zipcare Protect - Advanced or as may be required under applicable law.
 - c) consent to Tata Digital or its Repair Assistance Service Partners recording phone calls between You and service provider on the helpline number set out under Service Request section (4.6) above, in order for Tata Digital to inter alia (i) provide a record of the instructions received from you and to share the same with our authorized service partners, if required, (ii) to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.
 - d) consent to receiving periodic communications from Tata Digital and/or its Repair Assistance Service Partners, pertaining to information regarding our offers, product features & services.

5.3. Tata Digital's Service Assurance

- i) In the event your Covered Product undergoes a Covered Breakdown, Tata Digital through its RASP will undertake to get your product repaired.

05. General Terms & Conditions

- ii) Every time your Covered Product breaks down, Tata Digital through its RASP will get it repaired as per the terms herein and automatically restore your product's Zipcare Protect - Advanced protection cover for the remaining period of your Zipcare Protect - Advanced term and for an amount equivalent to the balance Sum Assured.
- iii) Subject to the other terms and conditions mentioned in this document, Tata Digital provides committed timelines for repairs of Covered Products. However, where the delay in repairs is due to:
 - a) Delay in you providing access to the Covered Product to us / our representatives / our Repair Assistance Service Providers when we request you to provide such access for repairs; any delay in providing access to the Covered Product will extend the commitment by the delayed period.
 - b) Delay in you providing the correct documentation to us on time when we request you for it; any delay in handing over the correct documentation to us will extend the commitment by the delayed period.
 - c) Delay in your response, beyond a reasonable time, to our request(s) for any relevant information regarding the Covered Product to any other information sought by us to process your Service Request quickly; any delay in responding to us in a timely manner will extend the commitment by the delayed period.
 - d) Delay in repairs is due to global events where supply of spare parts is impacted due to large-scale disruptions, committed TAT will not be applicable.

5.4. Miscellaneous

- i) Any marketing brochures, banners or material are meant purely for educating customers about the features and terms of the Zipcare Protect - Advanced and they have no commercial value.
- ii) This Service Contract is the complete and exclusive agreement between issuer of Zipcare Protect - Advanced i.e. Tata Digital Private Limited and Customer relating to the subject matter hereof. Any statements or representations made by resellers, distributors, customer service providers, Repair Assistance Service Providers or others that are inconsistent with this agreement shall not be binding upon us.
- iii) This Zipcare Protect - Advanced is offered and valid only in the Republic of India. This Zipcare Protect - Advanced may not be available in all jurisdictions and is not available where prohibited by law.

05. General Terms & Conditions

- iv) We reserve the right to make changes or modifications to these terms & conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of the Service Contract and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these terms & conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised terms & conditions by your continued use of the services provided under the Zipcare Protect - Advanced, after the date such revised terms and conditions are posted.

5.5. Termination

- i) Any condition, act or omission of the Customer that voids the Manufacturer Warranty / Guarantee shall also result in termination of the Zipcare Protect - Advanced.
- ii) Tata Digital will terminate the Service Contract if the Customer at any time:
 - a) Is in violation of applicable law as may be relevant to the use of the Zipcare Protect - Advanced.
 - b) Has breached the Service Contract terms, or has failed to act in good faith, openly, honestly and in a bona fide manner towards Tata Digital or the Repairs Assistance Service Provider.

5.6. Governing Law

- i) This Service Contract and the terms contained herein are governed by and will be construed in accordance with the laws of India, without regard to its conflict of law principles. Courts at Mumbai shall have exclusive jurisdiction to hear any disputes arising under or in connection with this Service Contract.

5.7. Dispute Resolution- Arbitration

- i) To expedite resolution and control the cost of any dispute, controversy, or claim related to this Service Contract, brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute informally for at least ninety (90) days before initiating the arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.
- ii) If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute will be finally and exclusively resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each Party shall nominate and appoint a competent arbitrator. The two nominee arbitrators shall jointly appoint the third arbitrator who shall be the chairman of the arbitration panel.

05. General Terms & Conditions

5.8. Limitation of Liability

- i) In no event will we or our directors, employees, RASP or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Zipcare Protect - Advanced.
- ii) Tata Digital disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Tata Digital's total liability under the Service Contract shall not exceed the total Fee paid by the Customer towards purchase of the Zipcare Protect - Advanced.

5.9. Indemnification

You agree to defend, indemnify, and hold Tata Digital and its Repair Assistance Service Provider(s) harmless, including their respective subsidiaries, affiliates, and all their respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- i) Any wrongful act or omission attributable to you in relation to the usage of the Zipcare Protect - Advanced.
- ii) Any wilful misconduct, gross negligence or fraud committed by you;
- iii) Breach of this Service Contract;
- iv) Any breach of your representations, obligations and covenants set forth in this Service Contract;
- v) your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act toward any of our employees, representatives or agents, in each case, with whom you connected for the purpose of Zipcare Protect - Advanced Program. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.



A **TATA** Product



1800 570 0947



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